

**AGREEMENT FOR SERVICE BETWEEN THE SAN CARLOS SCHOOL District  
AND LEGARZA SPORTS**

This agreement is made as of June 24, 2016 by and between the San Carlos School District and Legarza Sports.

Whereas, the District desires to obtain services for the administration of the Physical Education Program for grades K-4 at Heather Elementary School, White Oaks Elementary School & Arundel Elementary;

Whereas, Legarza serves as a physical education organization in San Mateo county; and

Whereas, Legarza desires to provide administrative support and Physical Education services to the District for a program at Heather Elementary school in San Carlos, California; and

Whereas, Legarza has developed learning curriculum containing information which is identified as follows: (hereinafter "Legarza Lesson Plans").

Now, therefore, the parties agree as follows:

**1. SERVICES**

Legarza agrees to provide professional services to the District in accordance with the terms and conditions of this agreement.

**2. SCOPE OF SERVICES**

Legarza agrees to provide the District the Legarza Physical Education Program with the following services:

- 90-minutes of P.E. classes per week for 35 weeks and scheduled in accordance with the District academic calendar to occur between August, 2016 and June, 2017 for White Oaks, Heather, Arundel & Brittan Acres Elementary Schools as well as the 4<sup>th</sup> graders at Arroyo Bridge School.
- Legarza will not be providing P.E. classes from April 17 through April 21, 2017.
- Legarza will use 3 days as staff developmental days throughout the year (1 per trimester), which they will not be expected to provide PE. The specific dates will be worked out with the principals as to have the least possible impact on the school's schedule and PE.
- Duration of classes for grades K-4 will be 45 minutes per session.
- Legarza developed Lesson Plans: (Lesson Plans will be periodically evaluated and modified based on SCSD needs).
- Provide trained P.E. instructors to teach K-4 grade students at all of the Elementary Schools.
- Supervision of instructors' work and formal evaluation procedures.
- Design and implementation of student assessments for the program.
- Design and implementation of program evaluations for teacher and principal feedback.
- Meetings with principals and District personnel as required.
- Administrative oversight from Legarza Program Director, Business Manager and School Principals.
- Requires secured storage area at each site.

**3. INSURANCE**

Legarza carries liability insurance to cover public liability for services provided under this contract as well as applicable workman's compensation insurance. The District is responsible to provide a safe environment for classes and is considered liable as such.

**4. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, Legarza shall not discriminate against any employee or application for employment on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

**5. INDEMNIFICATION**

Legarza agrees to indemnify, defend, and hold harmless the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of his agreement. The District agrees to indemnify, defend, and hold harmless Legarza its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of this Agreement.

**6. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid mutually. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

**7. FINGER PRINTING AND BACKGROUND CHECKS**

As required by the California State Education Code. Legarza instructors will be required to undergo finger printing and background checks. Legarza will provide the District written verification that all instructors have filed fingerprints and have passed the State and DOJ background checks no later than September 28, 2016 for work during the 2016-17 academic school year.

**8. COMPENSATION**

Legarza agrees to perform all services of this agreement for a sum not to exceed \$141,750, or \$31,500 for Heather, \$31,500 for White Oaks/Arroyo combo, \$31,500 for Britain Acres/Arroyo combo and \$47,250 for Arundel. The Physical Education Program will include all costs, administrative overhead, and liability insurance.

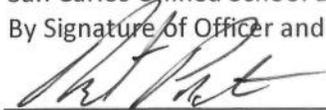
Legarza shall submit a total of four (4) invoices as detailed below:

	<b>Amount Due</b>	<b>Payment Due Date</b>
Invoice #1	\$35,437.50	September 1, 2016
Invoice #2	\$35,437.50	November 1, 2016
Invoice #3	\$35,437.50	January 1, 2017
Invoice #4	\$35,437.50	April 1, 2017
<b>TOTAL</b>	<b>\$141,750.00</b>	

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officers:

San Carlos Unified School District

By Signature of Officer and Title



Robert Porter,  
Chief Operations Officer, San Carlos School District

6/21/16

Date

Legarza Sports

By Signature of Officer and Title

Nick Owen,  
Executive Director, Legarza Sports

Legarza Sports  
1027 Bransten Road  
San Carlos, CA 94070  
Ph # (415) 334-3333 / Fax # (650) 596-0133

Date